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UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT

Trade and Development Board

Advisory Services on Trade Documentation

TRADE DOCUMENTATION INFORMATION

INTRODUCTION OF THE FIATA COMBINED TRANSPORT BILL OF LADING

(Note by the Inter-regional Adviser on Trade Documentation)

1. The following information has been received from the International Federation of Forwarding Agents Association (FIATA).

2. The FIATA Standard Conditions (1970) governing Combined Transport Bills of Lading reached their final form on June 12th 1970 and a format of the FIATA Combined Transport Bill of Lading incorporating these Conditions has since then been developed. The new document, which is aligned to the ECE layout key, has been given the code letters FBL.

3. Freight Forwarders have always been arrangers of transport, whether by one mode of transport or by combining different modes of transport (road, rail, waterways, sea and air) to provide the cargo owners with the "through" transport services they require.

4. Hitherto, the Forwarder has customarily arranged transport by making contracts with basic carriers on behalf of the cargo-owner; the legal position of the Forwarder varies from country to country, but, essentially, he undertakes to make proper arrangements for transport, but, having done so, it has not normally been his function to assume also the liabilities and responsibilities of the basic carriers.

5. Lately, however, many Forwarders have undertaken new tasks and have themselves become hauliers - in respect of which they accept the liabilities and responsibilities of carriers. The next step has now been for Forwarders to accept, when their clients require them to do so, carrier's liabilities and responsibilities in respect of Combined Transport movements which they would previously have arranged only as an Agent.

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6. In recent years Forwarders have continued to build up and extend their international groupage services (surface and air); the provision of these services requires not only capital commitment, but also the establishment of strong international connections with other Forwarders, to operate the groupages efficiently and to provide full door-to-door collection and delivery services.

7. While Forwarders are taking an increasingly positive role in provision of services, the basic structure of the transport industry is changing. The unitisation of general cargo and the growth of mass flows of traffic between a smaller number of principal terminals have led to a decline in the commercial importance of the ports as points at which the ownership of goods changes. Through transport contracts covering the movement of goods from an inland point in one country to an inland point in another country have reduced the significance of the FOB and CIF positions; such new contracts require new sets of Conditions; and a new Document, negotiable when so required, is needed to take the place of the traditional steamship company's port-to-port Bill of Lading in the commerce of the world.

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8. The FIATA Standard Conditions and the FIATA Combined Transport Bill of Lading have been developed to meet these requirements.

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9. FIATA has been working since 1968 towards a new carrier-type document for Combined Transport. Outside FIATA the work of the Institut International pour l'Unification du Droit Privé (UNIDROIT) and of the Comité Maritime International (CMI) was leading in the same direction. The CMI's "Tokyo Rules" (March 1969) were the springboard from which progress was made at the two Round-Table Conferences held in Rome in June 1969 and January 1970 at the invitation of UNIDROIT. These two Conferences, in which FIATA participated together with the representatives of cargo interests, carriers, insurers and bankers, culminated in the draft Convention sur le Transport International Combiné de Marchandises (Convention TCM).

10. The acceptance by Governments of some final form of the TCM Convention must wait upon the convening of a diplomatic conference, to be held in 1972.

11. Meanwhile the needs of commerce and transport are urgent, and the large measure of agreement reached in Rome enabled FIATA to press forward with the finalization of their Conditions.

12. The FIATA Combined Transport Bill of Lading is a carrier-type through-transport document, negotiable unless marked non-negotiable, under the conditions of which the issuer accepts responsibility for the goods and for the performance of the transport contract direct to the cargo-owner. As issuer of this document, the Freight Forwarder will be acting as a Combined Transport Operator (CTO), not as an Agent.

13. The document is largely similar to that envisaged in the draft TCM Convention, but is more exact and more complete.

14. The Freight Forwarder issuing the document undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery, and he accepts liability for loss or damage to the goods occurring between the time when he received the goods into his charge and the time of delivery, subject only to certain specified exemptions.

15. When the Freight Forwarder is liable in respect of loss or damage to the goods, he is liable up to a limitation of 30 Francs Poincaré per kilo of gross weight of the goods lost or damaged. This is the same figure as the weight-basis limitation of liability proposed in the Brussels Protocol (1968) to the Hague Rules ("Hague/Visby" Amendments).

16. The system of liability is, as in the TCM Convention, a limited "network" system. If it can be proved where damage or loss has occurred, the liability of the Freight Forwarder is to be determined by any national law or international convention which would have applied if a separate contract for that stage of the transport has been made with the issuer. If it cannot be proved, then the liability of the Freight Forwarder is as set out in the Conditions. In a "Paramount Clause", the Hague Rules are applied by specific agreement to all carriage of goods by sea or by inland waterways and to all goods whether carried on deck or under deck.

17. The FIATA Combined Transport Bill of Lading will appear in translation as may be required.

18. It is specifically stated in these Conditions that the FIATA Combined Transport Bill of Lading shall be deemed to be negotiable unless it is marked "non-negotiable". The negotiability of the document has been considered one of its major qualities, and the requirements of negotiability have determined not only the exact and onerous nature of the Conditions, but also the continuing control being exercised by FIATA over the text, the translations and the authority to issue it in negotiable form.

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19. A sample of the FIATA Combined Transport Bill of Lading is appended.

Numb[illegible]d kind of p[illegible]; Description of goods

SPECIMEN

Standard Conditions (1975) governing FIATA COMBINED TRANSPORT BILLS OF LADING

Definitions "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods.

"The Freight Forwarder" means the issuer of this Bill of Lading as named on the face of it.

The headings set forth below are for easy reference only.

CONDITIONS

1. Applicability

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

2. Issuance of the "Combined Transport Bill of Lading"

2.1 By the issuance of this "Combined Transport Bill of Lading", the Freight Forwarder:

a) undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this Bill of Lading.

b) assumes liability as set out in these Conditions.

2.2 For the purposes and subject to the provisions of this Bill of Lading, the Freight Forwarder shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract evidenced by this Bill of Lading.

3. Negotiability and title to the goods

3.1 This Bill of Lading shall be deemed to be negotiable, unless marked "non-negotiable".

3.2 By accepting this Bill of Lading the Merchant and his transferees agree with the Freight Forwarder that unless it is marked "non-negotiable" it shall constitute title to the goods and the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer the goods herein mentioned.

3.3 This Bill of Lading shall be prima facie evidence of the receipt by the Freight Forwarder of the goods as herein described in respect of the particulars inserted on the face of the Bill of Lading. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

4. Dangerous Goods and Indemnity

4.1 When the consignor hands to the Freight Forwarder goods which are of a dangerous nature, he shall inform the Freight Forwarder of the exact nature of the danger and indicate, if necessary, the precautions to be taken.

4.2 Goods of a dangerous nature which the Freight Forwarder did not know were dangerous may, at any time or place, be unloaded, destroyed or rendered harmless, without compensation; further, the Consignor shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

5. Description of Goods and Merchant's Packing

5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of the description of the goods, marks, number, quantity and weight as furnished by him, and the Consignor shall indemnify the Freight Forwarder against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Freight Forwarder to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Consignor.

5.2 Without prejudice to Clause 6 (A) (2) (d), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall indemnify the Freight Forwarder against any additional expenses so caused.

6. Extent of Liability

A. 1) The Freight Forwarder shall be liable for loss or damage to the goods occurring between the time when he received the goods into his charge and the time of delivery.

2) The Freight Forwarder shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

a) the wrongful act or neglect of the Consignor or the Consignee;

b) compliance with the instructions of the person entitled to give them;

c) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

d) handling, loading, stowage or unloading of the goods by the Consignor, the Consignee or any person acting on behalf of the Consignor or the Consignee;

e) inherent vice of the goods;

f) insufficiency or inadequacy of marks or numbers on the goods, coverings, or unit loads;

g) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;

h) any other cause or event which the Freight Forwarder could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

3) Where under paragraph 2 the Freight Forwarder is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.

4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (a), (b) and (h) of paragraph 2 shall rest upon the Freight Forwarder.

When the Freight Forwarder establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (g) of paragraph 2, it shall be presumed that it was so caused. The Claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

B. Notwithstanding anything provided for in other clauses of these Conditions, if it can be proved where the loss or damage occurred, the Freight Forwarder and the Merchant shall, as to the liability of the Freight Forwarder, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions

(i) cannot be departed from by private contract, to the detriment of the claimant, and

(ii) would have applied if the Merchant had made a separate and direct contract with the Freight Forwarder in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

7. Paramount Clause

The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August, 1924, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea or by inland waterways and such provisions shall apply to all goods whether carried on deck or under deck.

8. Limitation Amount

8.1 When the Freight Forwarder is liable for compensation in respect of loss or of damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been so delivered.

8.2 The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

8.3 Compensation shall not, however, exceed 30 Francs ("Franc" meaning a unit consisting of 65,5 mgs of gold of millesimal fineness 900) per kilo of gross weight of the goods lost or damaged.

9. Delay, Consequential Loss, etc.

Arrival times are not guaranteed by the Freight Forwarder. If the Freight Forwarder is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to the double freight for the transport covered by this Bill of Lading, or the value of the goods as determined in Clause 8, whichever is the less.

10. Defences

10.1 The defences and limits of liability provided for in these Conditions shall apply in any action against the Freight Forwarder for loss or damage to the goods whether the action be founded in contract or in tort.

10.2 The Freight Forwarder shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 8 if it is proved that the loss or damage resulted from an act or omission of the Freight Forwarder done with intent to cause damage or recklessly and with knowledge that damage would probably result.

11. Liability of Servants and Sub-contractors

11.1 If an action for loss of or damage to the goods is brought against a person referred to in paragraph 2 of Clause 2, such person shall be entitled to avail himself of the defences and limits of liability which the Freight Forwarder is entitled to invoke under these Conditions.

11.2 However, if it is proved that the loss or damage resulted from an act or omission of this person, done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in paragraph 3 of Clause 8.

11.3 Subject to the provisions of paragraph 2 of Clause 10 and of paragraph 2 of this Clause, the aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in paragraph 2 of Clause 2 shall in no case exceed the limits provided for in these Conditions.

12. Method and Route of Transportation

The Freight Forwarder reserves to himself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

13. Delivery

If delivery of the goods or any part thereof is not taken by the Merchant at the time and place when and where the Freight Forwarder is entitled to call upon the Merchant to take delivery thereof, the Freight Forwarder shall be entitled to store the goods or the part thereof at the sole risk of the Merchant, whereupon the liability of the Freight Forwarder in respect of the goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Freight Forwarder or any agent or sub-contractor of the Freight Forwarder) shall forthwith upon demand be paid by the Merchant to the Freight Forwarder.

14. Freight and Charges

14.1 Freight to be paid in cash without discount and, whether prepayable or payable at destination, to be considered as earned on receipt of the goods and not to be returned or relinquished in any event.

14.2 Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading or, at the Freight Forwarder's option in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepayable freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified of arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of the Bill of Lading.

14.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

14.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

14.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder reserves the right to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damage to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on the Bill of Lading as freight payable.

15. Lien

The Freight Forwarder shall have a lien on the goods for any amount due under this Bill of Lading including storage fees and for the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

16. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

17. Notice

Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Freight Forwarder or the persons referred to in Clause 2, paragraph 2 above, at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within six consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this Bill of Lading.

18. Time Bar

The Freight Forwarder shall be discharged of all liability under the rules of these Conditions unless suit is brought within nine months after delivery of the goods. In the case of total loss of the goods, the period shall begin to run two months after the goods have been taken in charge by the Freight Forwarder.

19. Jurisdiction

Actions against the Freight Forwarder may only be instituted in the country where the Freight Forwarder has his principal place of business and shall be decided according to the law of such country.

1. Expéditeur (nom, adresse, pays de l'exportateur)	Référence N°
2. Destinataire (nom, adresse, pays)	**SYSTEME GENERALISE DE PREFERENCES** **CERTIFICAT D'ORIGINE** **(Déclaration et certificat)** **FORMULE A** Délivré en ..... (pays) Voir Notes au verso
3. Moyen de transport et itinéraire (si connus)	4. Pour usage officiel

5. N° d'ordre	6. Marques et numéros des colis	7. Nombre et type de colis; description des marchandises	8. Critère d'origine (voir Notes au verso)	9. Poids brut ou quantité	10. N° et date de la facture

11. Certificat	12. Déclaration de l'exportateur
Il est certifié, sur la base du contrôle effectué, que la déclaration de l'exportateur est exacte. ..... Lieu et date, signature et timbre de l'autorité délivrant le certificat	Le soussigné déclare que les mentions et indications ci-dessus sont exactes, que toutes ces marchandises ont été produites en ..... (nom du pays) et qu'elles remplissent les conditions d'origine requises par le Système généralisé de préférences pour être exportées à destination de ..... (nom du pays importateur) ..... Lieu et date, signature du signataire habilité

DEMANDE DE CERTIFICAT D'ORIGINE

Formule B

Le soussigné, exportateur des marchandises décrites au verso,
DECLARE que ces marchandises ont été produites en ..... (pays)
SPECIFIE comme suit les raisons pour lesquelles il considère que ces marchandises sont conformes aux prescriptions relatives aux règles d'origine appliquées dans le Système généralisé de préférences 1/
.....
.....
.....
PRESENTE à l'appui les pièces suivantes 2/
.....
.....
.....
S'ENGAGE à fournir, à la demande des autorités compétentes du pays d'exportation, toutes justifications supplémentaires que ces autorités pourront exiger pour la délivrance d'un certificat d'origine, et à accepter toute inspection de sa comptabilité et toute vérification des procédés de fabrication des marchandises susmentionnées que ces autorités pourront vouloir effectuer.
DEMANDE que lui soit délivré un certificat d'origine pour ces marchandises.

Lieu et date .....
.....
(signature du signataire habilité)

1/ A remplir si des matières ou composants originaires d'un autre pays ont été utilisés pour la fabrication des marchandises dont il s'agit. Indiquer les matières ou composants utilisés, leur position dans la Nomenclature douanière de Bruxelles, leur pays d'origine et, s'il y a lieu, les procédés de fabrication qui en font une marchandise originaire du pays de fabrication (par application des dispositions de la Liste B ou des conditions spéciales prévues dans la Liste A), la marchandise produite et sa position dans la Nomenclature douanière de Bruxelles.

Si les critères d'origine prévoient un pourcentage de la valeur, donner tous renseignements permettant de vérifier ce pourcentage - par exemple la valeur des matières et composants importés, celle des matières et composants d'origine indéterminée et, le cas échéant, le prix départ usine des marchandises exportées.

2/ Par exemple, les documents d'importation, factures, etc., concernant les matières ou composants utilisés.

NOTES

A. Procédure de demande d'application des préférences. L'exportateur de la marchandise doit faire une déclaration sur la formule de certificat d'origine et la présenter en double exemplaire, en même temps qu'une formule de demande d'application du Système généralisé de préférences, à l'autorité du pays d'exportation habilitée à délivrer le certificat d'origine, qui certifiera, s'il y a lieu, l'exemplaire chef du certificat d'origine et le remettra à l'exportateur pour qu'il le transmette à l'importateur dans le pays de destination. L'autorité habilitée à délivrer le certificat d'origine remettra en même temps à l'exportateur, pour qu'il le conserve, le double du certificat d'origine, et conservera la formule de demande d'application du Système généralisé de préférences remplie et signée par l'exportateur.

B. Sanctions. Toute personne qui aura fourni, ou aidé à fournir des renseignements inexacts sur un point essentiel quant à l'origine de la marchandise ou quant à son expédition est passible de sanctions légales et son droit d'obtenir des préférences pour ses marchandises peut être suspendu.